

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

STATE OF TEXAS                   §  
                                          §                   KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF TARRANT       §

**AMENDMENT TO OIL AND GAS LEASE**

Reference is hereby made to that certain Oil and Gas Lease, dated effective October 22, 2008, by and between **KIMBELL ART FOUNDATION**, a Texas non-profit corporation, whose address is 301 Commerce Street, Suite 2300, Fort Worth, Texas 76102, ("**Lessor**"), and **CHESAPEAKE EXPLORATION L.L.C.**, an Oklahoma Limited Liability Company, whose address is PO Box 18496, Oklahoma City, Oklahoma 73154 ("**Lessee**"), a Memorandum of which was recorded in the Tarrant County Deed Records at Document Number D209043608 (the "**Lease**").

WHEREAS, Lessor and Lessee desire to amend the Lease as set out herein.

**WHEREAS**, Total E&P USA, Inc., whose address is 1201 Louisiana Street, Suite 1800, Houston, Texas, 77002, acquired an undivided 25% of Chesapeake's working interest in the aforementioned Lease and desires to amend the Lease as follows.

NOW, THEREFORE, in consideration of the agreements herein and the payment by Lessee to Lessor of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee hereby amend the Lease by adding the following additional Paragraphs 31 and 32 to the Lease:

31. Notwithstanding the restrictions of Paragraph 7 of the original terms of the lease, Lessee may pool all of the Leased Premises by dividing it into two portions and including the entire Leased Premises in two pooled units that together must:

- a) Total not more than three hundred and twenty (320) acres; and

- b) Include the entirety of the Leased Premises.

32. If at the end of the primary term (or the extension of the primary term, if exercised), only one of the units formed by Lessee is perpetuated by production in paying quantities or continuous operations, then Lessee shall release this lease as to all acreage and depths not included in such unit. In such a circumstance, when the lease is partially released, the Lessee shall pay Lessor one of the following payments, at its election, with respect to the acreage covered by such partial release of the Lease.

- a) Compensatory royalty payments as if the released acreage had been included in the other unit which is held by production, commencing as of the first month following the end of the primary term and continuing for so long as the unreleased acreage is held by production in paying quantities or continuous operations; or

- b) A one time partial release payment in the amount of Five Thousand Dollars (\$5,000.00) per net mineral acre included in such partial release of the lease. Said partial release payment grants Lessee the right, but not the obligation, to renew said lease, as to all of the released acreage, on an identical lease form (with the exception of the omission of paragraphs 31 and 32) with a primary term of two (2) years in the renewed lease. Should Lessee exercise its option to renew the released acreage, Lessor and Lessee agree that Lessee shall pay Lessor a one-time bonus payment for the renewed lease of One Thousand Two-hundred Fifty Dollars (\$1,250.00) per net mineral acre. Lessee shall have three (3) years from the date such partial release payment is made, to renew any partially released acreage.

This Amendment to the Lease shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors and assigns.

This Amendment to the Lease may be signed in any number of counterparts, each of which shall be considered an original for all purposes, with the same effect as if the signatures thereto and hereto were upon the same instrument.

EXECUTED this 15<sup>th</sup> day of July, 2010, but for all purposes effective as of the Effective Date of the Lease, which is October 22, 2008.

**LESSORS:**

**KIMBELL ART FOUNDATION**

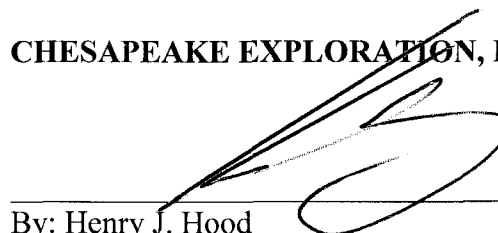


By: Brenda A. Cline

Its: Chief Financial Officer and Executive Vice President

**LESSEE:**

**CHESAPEAKE EXPLORATION, L.L.C.**



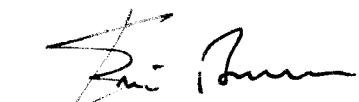
By: Henry J. Hood

Its: Sr. Vice President – Land and Legal & General Counsel

*CSM*  
*CSB*

**LESSEE:**

**Total E&P USA, Inc.**



~~By: Dawn R. Lannin~~

~~Its: General Counsel & Director of Governmental Affairs~~

By: Eric Bonnin

Its: Vice President, Business Development & Strategy

THE STATE OF TEXAS     §  
                                       §  
 COUNTY OF TARRANT   §

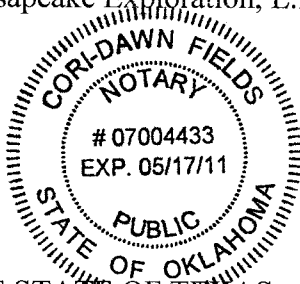
This instrument was acknowledged before me on this 17 day of AUGUST, 2010, by Brenda A. Cline, EVP and CFO of Kimbell Art Foundation, a Texas non-profit corporation on behalf of said non-profit corporation.



Kathleen V. Libonati  
 Notary Public, State of Texas

THE STATE OF OKLAHOMA     §  
                                       §  
 COUNTY OF OKLAHOMA   §

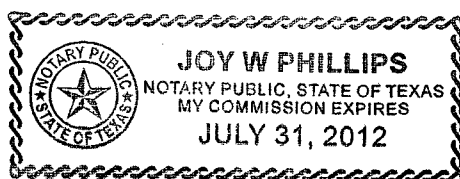
This instrument was acknowledged before me on this 15<sup>th</sup> day of July, 2010, by Henry J. Hood as Sr. Vice President – Land and Legal & General Counsel of Chesapeake Exploration, L.L.C.



Cori-Dawn Fields  
 Notary Public, State of Oklahoma

THE STATE OF TEXAS     §  
                                       §  
 COUNTY OF HARRIS   §

This instrument was acknowledged before me on this 26<sup>th</sup> day of July, 2010, by ~~Dawn R. Lannin as General Counsel & Director of Governmental Affairs of Total E&P USA, Inc.~~ Eric Bonnin as Vice President, Business Development & Strategy



Joy W Phillips  
 Notary Public, State of Texas

After Recording Return to:  
Two Rock Inc  
PO Box 10976  
Ft Worth, TX 76114

SUZANNE HENDERSON

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

TWO ROCK INC  
PO BOX 10976  
FT WORTH, TX 76114

Submitter: JAMES FARLEY

**DO NOT DESTROY**  
**WARNING - THIS IS PART OF THE OFFICIAL RECORD.**

Filed For Registration: 8/18/2010 1:35 PM

Instrument #: D210200547

LSE

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PGS

\$28.00

By: \_\_\_\_\_

*Suzanne Henderson*

D210200547

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY  
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: VMMASSINGILL